THE HON'BLE SRI JUSTICE L. NARASIMHA REDDY

WRIT PETITION No.17509 of 2007

Date: 20.08.2007

Between:
Alapati Radha Krishna Murthy

... PETITIONER

AND

The Southern Power Distribution Company of
A.P. Limited and others.

... RESPONDENTS

ORDER:

The petitioner is an Advocate practising mainly in the Courts at Ongole. He was appointed as legal counsel by the then Andhra Pradesh Electricity Board, for a period of one year, through B.P.Ms.No.1264, dated 09.11.1977. The appointment was being extended from time to time and last extension was given in the year 1980, through B.P.Ms.No.277, until further orders and subject to same terms. One of the conditions is that the appointment can be terminated by issuing notice of one month by either side.

The Andhra Pradesh Electricity Board has since been reconstituted into A.P. TRANSCO, A.P. ZENCO and several distribution companies. The services of the petitioner were being availed by the Southern Power Distribution Company of A.P. Limited, the first respondent. Through its proceedings in S.O.O. (CGM-HRD)Ms.No.47, dated 14.06.2007, the first respondent appointed one Sri W.L.Prasad, Advocate at Ongole as its legal counsel, obviously in the place of the petitioner. The grievance of the petitioner is that without even formal termination of his appointment as legal counsel, the respondents issued impugned proceedings. It is his case that the respondents resorted to this

action, feeling aggrieved by filing of W.P.No.9419 of 2007 by him, claiming payment of the professional charges.

Heard the learned counsel for the petitioner and the learned standing counsel for the respondents.

It is true that the appointment of the petitioner could have been terminated, only by issuing notice of one month. As of now, the respondents did not pass any orders terminating the service of the petitioner. However, the appointment stood impliedly terminated on account of the appointment of a different Advocate.

This Court would have certainly examined, in detail, the implications of the failure on the part of the respondents to issue the notice of one month. However, the question virtually pales into insignificance, in view of the fact that the petitioner has been working on extended term for the past three decades. The length of service itself indicates the confidence reposed by the respondents and their predecessors in the petitioner. The notice may have several implications, such as, advance information as well as the communication of adverse remarks, if any. The second aspect does not exist in the instant case. The petitioner may have a genuine grievance about lack of advance information. The same can be set at naught by directing the respondents to pay the remuneration payable for one month in lieu of the notice period.

The writ petition is, therefore, disposed of directing the respondents to pay the remuneration/standing fee to the petitioner for a period of one month in lieu of the notice, within a period of

one month from today. There shall be no order as to costs.

20.08.2007

kdl